

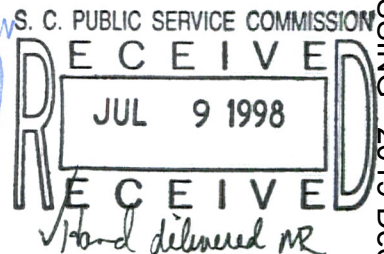


**Gregg F. Morton**  
Vice President - Regulatory and Legislative Affairs

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June 24, 1998

Mr. Charles W. Ballentine  
Executive Director  
South Carolina Public Service Commission  
111 Doctors Circle  
Post Office Box 11649  
Columbia, South Carolina 29211



Re: Approval of **Physical Collocation Agreement** Negotiated by **BellSouth Telecommunications, Inc.** and **Interpath Communications, Inc.** pursuant to Section 252(e) of the Telecommunications Act of 1996.

Dear Mr. Ballentine:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. ("BellSouth") and Interpath Communications, Inc. ("Interpath") are submitting to the South Carolina Public Service Commission their negotiated agreement for collocation. **A standard agreement was filed with your office on June 9, 1998 and assigned Docket No. 98-291-C.**

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Interpath within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exist as to the agreement they have negotiated and, therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

Gregg F. Morton

GFM/jm  
Enclosures

POSTED  
7/14/98

ACCEPTED ✓  
Legal 7-9-98

S. C. PUBLIC SERVICE COMMISSION  
JUL 09 1998  
RECEIVED  
UTILITIES DEPARTMENT

S. C. PUBLIC SERVICE COMMISSION  
RECEIVED  
JUL 9 1998  
RECEIVED

## **Collocation Agreement**

**By and Between**

**BellSouth Telecommunications, Inc.**

**and**

**Interpath Communications, Inc.**

## BELLSOUTH PHYSICAL COLLOCATION MASTER AGREEMENT

THIS AGREEMENT, made this 29<sup>th</sup> day of May, 1998, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and Interpath Communications, Inc. ("Interpath") a corporation organized and existing under the laws of North Carolina;

### WITNESSETH

WHEREAS, Interpath wishes to occupy the BellSouth Central Office(s) delineated herein for the purpose of interconnection to BellSouth's facilities;

WHEREAS, BellSouth has space available in its Central Office(s) which Interpath within its Central Office(s) subject to all terms and conditions of this Agreement;

WHEREAS, BellSouth is willing to make such space available to Interpath within its Central Office(s) subject to all terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### 1. SCOPE OF AGREEMENT

1.1 Right to occupy. BellSouth hereby grants to Interpath a right to occupy that certain enclosed area designated by BellSouth within a BellSouth Central Office, of a size and dimension which is specified by Interpath and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth will design and construct at Interpath's expense and agreed to specifications, a wall or other delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to BellSouth's use.

1.2 Use of space. Interpath shall use the Collocation Space for the purposes of installing, maintaining and operating Interpath's equipment (to include testing and monitoring equipment) which is used to interconnect with telecommunications services and facilities provided by BellSouth. Pursuant to Article III, following, Interpath may place Interpath-owned fiber entrance facilities to the Collocation Space, in which case the arrangement is designated "Expanded Interconnection." Placement of equipment in the Collocation Space without the use of Interpath-owned entrance facilities is designated "Service Interconnection." In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Interpath may connect to other Interpaths within the designated BellSouth Central Office (including to its own virtual or physical collocated arrangements) through facilities designated by Interpath. The Collocation Space may be used for no

other purposes except as specifically described herein or authorized in writing by BellSouth.

1.3 No right to sublease. Interpath may not provide or make available space within the collocation space to any third party. Any violation of this provision shall be deemed a material breach of this Agreement.

1.4 Rates and charges. Interpath agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.5 Location of Arrangement. A Collocation Space will be provided to Interpath at each Central Office identified at Exhibit B attached hereto, which Exhibit shall be updated from time to time as additional Central Offices are made subject to the terms of this Agreement.

1.6 Term. The term of this Agreement shall be for an initial period of five (5) years, beginning on the Agreement date stated above with automatic renewal on a year-to-year basis.

## 2. OCCUPANCY

2.1 Commencement Date. The "Commencement Date" shall be the day Interpath's equipment becomes operational as described in Article 2.2, following.

2.2 Occupancy. BellSouth will notify Interpath in writing that the Collocation Space is ready for occupancy. Interpath must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. Interpath must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. If Interpath fails to place operational telecommunications equipment in the Collocation Space within 180 days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event Interpath's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to Interpath with respect to said Collocation Space. Termination of Interpath's rights to the Collocation Space pursuant to this paragraph shall not operate to release Interpath from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Agreement. For purposes of this paragraph, Interpath's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

2.3 Termination. Interpath may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, Interpath at its expense shall remove its equipment and other property from the Collocation Space. Interpath shall have thirty (30) days from the termination date to complete such removal; provided, however, that Interpath shall

continue payment of monthly fees to BellSouth until such date as Interpath has fully vacated the Collocation Space. Should Interpath fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of Interpath at Interpath's expense and with no liability for damage or injury to Interpath's property unless caused by the gross negligence or intentional misconduct of BellSouth.

### 3. USE OF COLLOCATION SPACE

3.1 Equipment Type. BellSouth shall not restrict the types of equipment or vendors of equipment to be installed provided such equipment is used to provide telecommunications services which Interpath has the legal authority to provide. Such equipment must at a minimum comply with the BellCore Network Equipment Building Systems (NEBS) General Equipment Requirements and National Electric Code standards. For purposes of this paragraph, enhanced services and information services are not considered to be telecommunications services. Interpath shall not use the Collocation Space for marketing purposes. Interpath shall place no signs or marking of any kind (except for a plaque or other identification affixed to Interpath's equipment and reasonably necessary to identify Interpath's equipment, and which shall include a list of emergency contacts with telephone numbers), in the area surrounding the Collocation Space or on the grounds of the Central Office housing the Collocation Space.

3.2 Entrance Facilities. Interpath may elect to place Interpath-owned or Interpath-leased entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in proximity to the central office building housing the Collocation Space, such as an entrance manhole or a cable vault. Interpath will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location.. Interpath will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the Interpath's equipment in the Collocation Space. Interpath must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Interpath is responsible for maintenance of the entrance facilities.

3.2.1 Dual entrance will be permitted where capacity exists. Upon receipt of a request for collocation under this Agreement, BellSouth shall provide Interpath with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Interpath's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application response.

3.2.2 The interconnection point for entrance facilities extending from a rooftop antenna will be designated by BellSouth on the Application/Inquiry response. The terms and conditions for rooftop antenna placement are contained in Attachment \_\_\_ to this agreement.

3.2.3 Interpath may utilize spare capacity on an existing Interpath entrance facility for the purpose of providing an entrance facility to another Interpath collocation arrangement within the same BellSouth Central Office.

3.3 Splicing in the Entrance Manhole. Although not generally permitted, should Interpath request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to Interpath by BellSouth, Interpath shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manholes covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

3.4 Demarcation Point. A point-of-termination bay(s) will designate the point(s) of interconnection between Interpath's equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Interpath may, at its option, provide its own point-of-termination bay(s) in accordance with BellSouth's guidelines and specifications, which BellSouth will provide upon request. Interpath or its agent may perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 3.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. With the exception of cross-connects provisioned as set forth in this subsection, a certified vendor is required to perform all other equipment installation or provisioning activities within the collocation space, pursuant to Section 4.3.

3.5 Interpath's Equipment and Facilities. Interpath is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by Interpath in the Collocation Space. Without limitation of the foregoing provisions, Interpath will be responsible for servicing, supplying, repairing, installing and maintaining the following: (1) cable(s); (2) equipment; (3) point-of-termination cross-connects; (4) point of termination maintenance, including replacement fuses and circuit breaker restoration, if not performed by BellSouth; and (5) connection cable(s) and associated equipment which may be required within the Collocation Space to the points of interconnection.

3.6 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to Interpath when access to the Collocation Space is required. Interpath may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Interpath will not bear any of the expense associated with this work.



3.7 Access and Administration. Interpath shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. A security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require Interpath to traverse restricted areas. All employees, agents and contractors of Interpath having access to the Collocation Space shall comply with BellSouth's policies and practices pertaining to fire, safety and security, and each such employee, agent or contractor shall display an identification badge issued by Interpath or certified vendor which contains a current photo, the individual's name and company name/logo. Interpath agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. For central offices in which an escort is required, BellSouth will establish procedures to provide expedited access in the event of an emergency. Such procedures shall, at a minimum, assign Interpath's request for access a priority level at parity with that which BellSouth assigns itself or any other telecommunications service provider for similar central office emergencies. Upon expiration of this Agreement, Interpath shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the Interpath except for ordinary wear and tear.

3.8 Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other Interpath located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other Interpath, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Interpath violate the provisions of this paragraph, BellSouth shall give written notice to Interpath, which notice shall direct Interpath to cure the violation within forty-eight (48) hours of Interpath's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If Interpath fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other Interpath, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Interpath's equipment. BellSouth will endeavor, but is not required, to provide notice to Interpath prior to taking such action and shall have no liability to Interpath for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

3.9 Personalty and its Removal. Subject to requirements of this Agreement, Interpath may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by Interpath in the Collocation Space shall not become a part of the

Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by Interpath at any time. Any damage caused to the Collocation Space by Interpath's employees, agents or representatives during the removal of such property shall be promptly repaired by Interpath at its expense.

3.10 Alterations. In no case shall Interpath or any person acting on behalf of Interpath make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Interpath.

#### 4. ORDERING AND PREPARATION OF COLLOCATION SPACE

4.1 Application for Space. Interpath shall submit to BellSouth a complete and accurate Application and Inquiry document, together with payment of the Application Fee as stated in Exhibit A. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in Interpath's Collocation Space(s) and an estimate of the amount of square footage required.

4.1.1 Application Response - No Space BellSouth will respond to Interpath's Application in writing following the completion of review, planning and design activities. Such response will include estimates on space availability, space preparation costs and space availability date. In the event BellSouth cannot provide the requested Collocation Space, BellSouth shall provide, within fifteen (15) business days of receipt of an application for up to five (5) sites, a preliminary response regarding the unavailability of space. The final response regarding the unavailability of space shall be provided within (30) business days of the submission of up to five (5) site applications and shall be accompanied with a refund of the application fee. When Interpath submits more than three (3) applications in the same state within 15 business days and BellSouth is processing multiple applications from other interconnections, BellSouth and Interpath will negotiate in good faith a prioritization of the requests and a reasonable response time frame. The preliminary response intervals on six (6) to ten (10) applications for space within the same state submitted within a fifteen (15) business day interval shall be within twenty-five (25) business days. The preliminary response intervals for multiple applications exceeding ten (10) shall be negotiated between the parties in a timely fashion and priorities as to the processing of the multiple applications established. Negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

4.1.2 Application Response - Space Available. When space is available and Interpath has submitted up to five (5) applications for space within the same state within a fifteen business day interval, BellSouth will



respond to said applications within thirty (30) business days of receipt of the complete application. When Interpath submits more than three (3) applications in the same state within 15 business days and BellSouth is processing multiple applications from other interconnectors, BellSouth and Interpath will negotiate in good faith a prioritization of the requests and a reasonable response timeframe. Responses to six (6) to ten (10) applications for space within the same state submitted within fifteen (15) business day intervals shall be made within forty-five (45) business days. The response intervals for multiple applications exceeding ten (10) shall be negotiated between the parties in a timely fashion and priorities as to the processing of multiple applications established. Negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The response will detail whether the amount of space requested is available or if the amount of space requested is not available, that amount of space that is available. The response will also include the configuration of the space. When BellSouth's response includes an amount of space less than that requested by Interpath or differently configured, Interpath may amend its application to reflect the actual space available. Such amendment will not effect the time intervals regarding the collocation application process.

4.2 Bona Fide Firm Order. Interpath shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Order requires Interpath to complete the Application/Inquiry process described in Subsection 4.1 preceding, submit an updated Application document that is complete and accurate based on the outcome of the Application/Inquiry process and pay all applicable fees referenced in Article 5, following. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's response to Interpath's Application/Inquiry.

BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a complete and accurate firm order. BellSouth will acknowledge the receipt of Interpath's bona fide firm order within fifteen (15) days of receipt indicating that the bona fide firm order has been received and that the order is accurate and complete or if the order is not accurate and complete, details as to the necessary information needed to cause the order to be accurate and complete. A BellSouth response to a complete and accurate firm order will include a firm order confirmation and the firm order date.

BellSouth will permit one site visit after receipt of the bona fide firm order. Security escort charges will be assessed for the site visit. An additional site visit may be authorized where circumstances so require and by the agreement of BellSouth. Such agreement may not be unreasonably withheld,

provided however that the visit shall be scheduled to accommodate the availability of BellSouth's Premises personnel.

Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

4.2.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a complete and accurate firm order. BellSouth will acknowledge the receipt of Interpath's Bona Fide Firm Order within 15 days of receipt indicating that the Bona Fide Firm Order has been received and that the order is accurate and complete or if the order is not accurate and complete, details as to the necessary information needed to cause the order to be accurate and complete. A BellSouth response to a complete and accurate firm order will include a Firm Order Confirmation containing the firm order date.

4.2.2 BellSouth will permit one site visit after receipt of the Bona Fide Firm Order. Security escort charges will be assessed for the site visit.

4.2.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

4.3 Construction and Provisioning Interval. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete collocation space when construction is under ordinary conditions within 120 days of receipt of a complete and accurate bona fide firm order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, hvac, cabling and the power plant(s). BellSouth will use its best efforts to complete collocation arrangements under ordinary conditions in less than 120 days where the infrastructure rearrangement or accommodations allow. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other collocation space ("extraordinary conditions") within 180 days of the receipt of a complete and accurate bona fide firm order. Extraordinary conditions are defined to include but are not limited to multiple orders in excess of five (5) from Interpath per state; major mechanical addition or upgrade; major upgrade for ada compliance; mainframe addition; environmental hazard or hazardous materials abatement.

4.3.1 Joint Planning Meeting. A joint planning meeting between BellSouth and Interpath will commence within a maximum of 20 days from BellSouth's receipt of a complete and accurate firm order and the payment of agreed upon fees. At such meeting, the parties will agree to the preliminary design of the collocation space and the equipment configuration requirements as designated by Interpath on its Bona Fide Firm Order. In the event Interpath materially modifies its request as a result of the coordination meeting outcome, such modifications must be submitted to BellSouth in writing and a firm order date reestablished. The Collocation Space Completion time period will be provided to Interpath during the joint planning meeting or as soon as

possible thereafter. BellSouth will complete all design work following the joint planning meeting. If BellSouth needs to reevaluate Interpath's application as a result of changes requested by Interpath to Interpath's original application, then BellSouth will charge Interpath a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require Interpath to resubmit the application with an application fee.

4.3.2 Permits. BellSouth or its agents will diligently pursue filing for the required permits within 7 business days of the completion of finalized construction designs and specifications.

4.4 Use of Certified Vendor. Interpath shall select an equipment installation vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. BellSouth shall provide Interpath with a list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing Interpath's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Interpath upon successful completion of installation. The Certified Vendor shall bill Interpath directly for all work performed for Interpath pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying Interpath or any vendor proposed by Interpath.

4.5 Alarm and monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. Interpath shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Interpath's Collocation Space. Upon request, BellSouth will provide Interpath with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Interpath. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit C attached hereto.

4.6 Basic Telephone Service. Upon request of Interpath, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

4.7 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. Interpath's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by Interpath divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will

reimburse Interpath in an amount equal to Interpath reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

4.8 Space Enclosure. Upon request of Interpath, BellSouth shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. Interpath may request enclosed floor space in increments of fifty (50) square feet, with a minimum of one hundred (100) square feet. Interpath may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. Such contractor shall directly bill Interpath for activities associated with the space enclosure construction. Interpath must provide the local BellSouth building contact with a card, key or other access device used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Interpath's locked enclosure prior to notifying Interpath.

4.9 Virtual Collocation Transition. To the extent space becomes available, Interpath may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. Interpath must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

4.10 Cancellation. If Interpath cancels its order for the Collocation Space(s), Interpath will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount Interpath would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

## 5. RATES AND CHARGES

5.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 4, preceding, Interpath shall remit payment of a Cable Installation Fee, Space Construction Fee, as applicable, and one-half (1/2) of the estimated Space Preparation Fee coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) days following Interpath's receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in subsection 5.5) when Interpath requests a modification to the arrangement.

5.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 4, preceding.

5.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed. No Cable Installation Fee is required for Service Interconnection.

5.4 Space Enclosure Fees. The Space Enclosure Construction Fee will be assessed for the materials and installation cost of the equipment enclosure. Where local

building codes require enclosure specifications more stringent than BellSouth's standard enclosure specifications, the additional costs will be included in the space preparation charge. In such cases, BellSouth shall provide documentation to establish these costs separately from Interpath's pro-rated share of renovation or upgrade costs.

**5.5 Additional Engineering.** BellSouth's engineering and other labor time associated with establishing the Physical Collocation Arrangement will be assessed as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges will be provided by BellSouth to Interpath in the Application Response.

**5.5 Subsequent Application Fee.** BellSouth requires the submission of additional documentation when Interpath desires to modify the use of the collocation space. Interpath shall complete an additional application form including all information regarding the modification to the collocation arrangement. BellSouth shall determine what modifications to the premises are required to accommodate the change requested by Interpath in the application. Such modifications to the premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements and changes to power plant requirements. The fee paid by Interpath for its request to modify the use of the collocation space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no subsequent application fee will be assessed. The fee for an application where the modification requested has limited effect, e.g. does not require capital expenditure by BellSouth, shall not exceed \$1600.00. All other subsequent application fees shall be assessed at \$3850.00.

**5.6 Floor Space.** The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power Interpath's equipment. When the Collocation Space is enclosed by walls or other divider, Interpath shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Interpath shall pay floor space charges based upon the number of square feet contained in a shadow print of Interpath's equipment racks and POT bay, plus a factor of 2.50 multiplied by the shadow print, which represents Interpath's share of wiring and provisioning aisle space for provisioning and maintenance activities. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date Interpath first occupies the Collocation Space, whichever is sooner.

**5.7 Power.** (1) Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to Interpath's equipment or space enclosure. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by Interpath's certified vendor. The Interpath's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a central office as a result of Interpath's request to collocate in that central office ("Power Plant Construction"), Interpath shall pay its pro-rata share of costs associated with the

Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all BellCore and ANSI Standards regarding power cabling, including BellCore Network Equipment Building System (NEBS) Standard TR-EOP-000063. BellSouth will notify Interpath of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. Interpath shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. Interpath shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. Interpath has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Agreement Interpath shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Agreement, such upgrades shall become the property of BellSouth.

5.8 Security Escort. A security escort will be required whenever Interpath or its approved agent desires access to the entrance manhole or must traverse a restricted area within BellSouth's central office. Rates for a BellSouth security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

5.9 Other. Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). Interpath will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

## 6. INSURANCE

6.1 Interpath shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states contained in Exhibit B attached hereto and having a BEST Insurance Rating of B ++ X (B ++ ten). Notwithstanding the foregoing and upon notice to BellSouth, Interpath may satisfy all or parts of these insurance requirements through a self insurance program.

6.2 Interpath shall maintain the following specific coverage:

6.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00).



BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

6.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

6.2.3 Interpath may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

6.3 The limits set forth in subsection 6.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to Interpath to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

6.4 All policies purchased by Interpath shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Central Office and shall remain in effect for the term of this Agreement or until all Interpath's property has been removed from BellSouth's Central Office, whichever period is longer. If Interpath fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Interpath.

6.5 Interpath shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Interpath shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from Interpath's insurance company. Interpath shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
3535 Colonnade Parkway, S9A1  
Birmingham, Alabama 35243

6.6 Interpath must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

6.7 Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

## **7. MECHANICS LIENS**

7.1 If any mechanics lien or other liens shall be filed against property of either party (BellSouth or Interpath), or any improvement thereon by reason of or arising out of

any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other party or by reason of any changes, or additions to said property made at the request or under the direction of the other party, the other party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

## **8. INSPECTIONS**

8.1 BellSouth shall conduct an inspection of Interpath's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Interpath's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Interpath adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Interpath with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

## **9. SECURITY.**

9.1 Only BellSouth employees, BellSouth certified vendors and authorized employees or agents of Interpath will be permitted in the BellSouth Central Office. Interpath shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. BellSouth may refuse entry to any person who fails to display the identification required by this section.

## **10. DESTRUCTION OF COLLOCATION SPACE.**

10.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Interpath's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Interpath's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to Interpath, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Interpath may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and

the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Interpath's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Interpath. Where allowed and where practical, Interpath may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Interpath shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Interpath's permitted use, until such Collocation Space is fully repaired and restored and Interpath's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

## **11. EMINENT DOMAIN**

11.1 If the whole of a Collocation Space shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space shall be taken under eminent domain, BellSouth and Interpath shall each have the right to terminate this Agreement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

## **12. NONEXCLUSIVITY**

12.1 Interpath understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

## **13. NOTICES**

13.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by Interpath or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:

CLEC Account Team

To Interpath:

Charles Pittman  
Suite 1860  
2 Hanover Square  
434 Fayetteville Street  
Raleigh, North Carolina 27601

13.2 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

#### 14. INDEMNITY / LIMITATION OF LIABILITY

- 14.1 Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.
- 14.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its customers and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by applicable law, such party shall not be liable to customer or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.
- 14.3 Neither BellSouth nor Interpath shall be liable for damages to the other's terminal location, equipment, point of interconnection (POI) or other Party's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to properly ground a local loop after disconnection.
- 14.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this

limitation of liability shall apply to provision of such advice, recommendations, and analyses.

- 14.5 Indemnification for Certain Claims. BellSouth and Interpath providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the other Party's customer arising from one Party's use or reliance on the other Party's services, actions, duties, or obligations arising out of this Agreement.
- 14.6 No liability for Certain Inaccurate Data. Neither BellSouth nor Interpath assumes any liability for the accuracy of data provided by one Party to the other and each Party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.
- 14.7 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

## 15. PUBLICITY

Interpath agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and Interpath further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

## 16. FORCE MAJEURE

Neither party shall be in default by reason of any failure in performance of this Agreement, in accordance with its terms and conditions, if such failure arises out of

causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

#### **17. ASSIGNMENT**

Interpath acknowledges that this Agreement does not convey any right, title or interest in the Central Office to Interpath. Interpath may not sublet its rights under this Agreement, nor shall it allow a third party to use or occupy the Collocation Space at any time or from time to time without the prior written consent, and at the sole discretion, of BellSouth. This Agreement is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other party.

#### **18. NO IMPLIED WAIVER**

No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

#### **19. RESOLUTION OF DISPUTES**

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission in the state where the services are provided pursuant to this Agreement for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement.

#### **20. SECTION HEADINGS**

The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

#### **21. AUTHORITY**

Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into



and execute this Agreement on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

## 22. REVIEW OF AGREEMENT

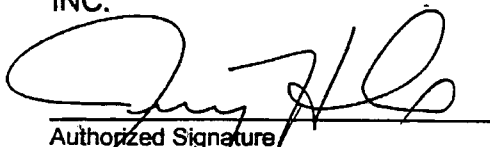
The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall be deemed to have been drafted by both BellSouth and Interpath and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

## 23. ENTIRE AGREEMENT

This Agreement contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and Interpath and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS,  
INC.

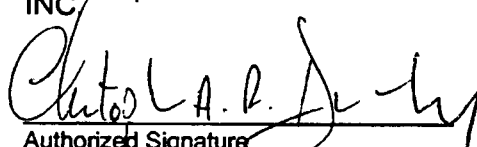
  
Authorized Signature

Jerry D. Hendrix  
Print or Type Name

Director  
Title

6/12/98  
Date

INTERPATH COMMUNICATIONS  
INC.

  
Authorized Signature

Christopher A. R. Jarby  
Print or Type Name

President & CEO  
Title

6/9/98  
Date

**EXHIBIT A**

Page 1 of 3

**Schedule of Rates and Charges**

<u>Rate Element Description</u>	<u>Type of Charge</u>	<u>Charge</u>
Application Fee	NRC (per Arrangement, per C.O.)	\$3,850.00
Subsequent Application Fee (Note 1) No greater than \$1,600.00	NRC (per Arrangement, per C.O.)	ICB
Space Preparation Fee (Note 2)	NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 2)	NRC (per 100 square feet)	\$4,500.00
Additional Engineering Fee (Note 3)	NRC	ICB
Cable Installation	NRC (per entrance cable)	2,750.00
Floor Space	RC (per square foot)	\$7.50
Power	RC (per amp)	\$5.00
Cable Support structure	RC (per entrance cable)	\$13.35
Cross-Connects		
2-wire	RC (per cross-connect)	\$0.30
4-wire	RC (per cross-connect)	\$0.50
DS1	RC (per cross-connect)	\$8.00
DS3	RC (per cross-connect)	\$72.00
2-wire	NRC (first cross-connect)	\$19.20
4-wire	NRC (first cross-connect)	\$19.20
DS1	NRC (first cross-connect)	\$155.00
DS3	NRC (first cross-connect)	\$155.00
2-wire	NRC (each additional cross-connect)	\$19.20
4-wire	NRC (each additional cross-connect)	\$19.20
DS1	NRC (each additional cross-connect)	\$27.00
DS3	NRC (each additional cross-connect)	\$27.00
POT Bay		
2-wire	RC (per cross-connect)	\$0.40
4-wire	RC (per cross-connect)	\$1.20
DS1	RC (per cross-connect)	\$1.20
DS3	RC (per cross-connect)	\$8.00
Additional Security Access Cards	NRC-ICB (each)	\$10.00

**EXHIBIT A**

Page 2 of 3

**Schedule of Rates and Charges (cont.)**

<u>Rate Element Description</u>	<u>Type of Charge</u>	<u>Charge</u>
Direct Connection (Note 4)		
(1) Fiber Arrangement	RC (per cable, per linear foot)	\$0.06
-with Initial Application	NRC (per Arrangement)	n/a
-Subsequent to Application	NRC (per Arrangement)	\$246.00
(2) Copper or Coaxial Arrangement	RC (per cable, per linear foot)	\$0.03
-with Initial Application	NRC (per Arrangement)	n/a
-Subsequent to Application	NRC (per Arrangement)	\$246.00
Security Escort		
Basic - first half hour	NRC-ICB	\$41.00
Overtime - first half hour	NRC-ICB	\$48.00
Premium - first half hour	NRC-ICB	\$55.00
Basic - additional half hour	NRC-ICB	\$25.00
Overtime - additional half hour	NRC-ICB	\$30.00
Premium - additional half hour	NRC-ICB	\$35.00

**Notes**

NRC: Non-recurring Charge - one-time charge  
 RC: Recurring Charge - charged monthly  
 ICB: Individual Case Basis - one-time charge

- (1) **Subsequent Application Fee.** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation.
- (2) **Space Preparation Fee.** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

**Schedule of Rates and Charges (cont.)****Notes (cont.)**

- (2) (cont.)  
Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in fifty (50) square-foot increments, with a minimum space enclosure size of one hundred (100) square feet. Interpath may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Interpath for the space enclosure, and this fee shall not be applicable.
- (3) Additional Engineering Fee. BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.
- (4) Direct Connection. As stated in Article I.B of the Collocation Agreement, Interpath may connect to other Interpaths within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Interpath must use its Certified Vendor to place the direct connection. The Direct Connection NRC is assessed when direct connection is the only work requested by Interpath. If any other work in addition to the direct connection is being requested, whether for an initial installation of a Collocation Space or for an augmentation to an existing Collocation Space, an Application Fee or a Subsequent Application Fee will be assessed in lieu of the Direct Connection NRC. Construction charges may also apply; BellSouth shall provide an estimate of these charges in the Application Response.

## Bona Fide Physical Collocation Arrangements

Central Office Name:  
Central Office CLLI Code:  
City:  
State:  
Date of Bona Fide Firm Order:

Central Office Name:  
Central Office CLLI Code:  
City:  
State:  
Date of Bona Fide Firm Order:

Central Office Name:  
Central Office CLLI Code:  
City:  
State:  
Date of Bona Fide Firm Order:

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State:  
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Central Office Name:  
Central Office CLLI Code:  
City:  
State:  
Date of Bona Fide Firm Order: